

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS  
RFQQ NO. 2013-34**

*If you download this RFQQ from the Puget Sound Partnership (PSP) website located at [www.psp.wa.gov](http://www.psp.wa.gov), you are responsible for sending your name, address, e-mail address and telephone number to the RFQQ Coordinator in order for your organization to receive any RFQQ amendments or bidder questions/PSP answers.*

**PROJECT TITLE: Puget Sound Watershed Monitoring and Adaptive Management Plans**

**PROPOSAL DUE DATE: December 7, 2012**

**EXPECTED TIME PERIOD FOR CONTRACT: January 15, 2013 to July 31, 2014**

**CONSULTANT ELIGIBILITY:** This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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# **1 INTRODUCTION**

## **1.1 PURPOSE AND BACKGROUND**

The purpose of this procurement is to provide project management and Open Standards expertise to coordinate and support the efforts of collaborative groups in 14 Puget Sound watersheds; to work across existing monitoring programs so that salmon recovery monitoring needs are reflected as Puget Sound priorities; and to apply a common framework in order to develop watershed-specific monitoring and adaptive management plans based on the specific watershed recovery plans that (1) reflect needs for habitat protection and restoration, and hatchery and harvest management and (2) support evaluation and adaptation of watershed and salmon recovery plans.

Watershed-scale plans for Puget Sound salmon recovery have been developed and are being implemented. These plans are part of the Puget Sound Salmon Recovery Plan developed by the Shared Strategy for Puget Sound and are recognized by NOAA Fisheries as the adopted recovery plan for Puget Sound Chinook. NOAA Fisheries' adoption of the plans recognized that the monitoring and adaptive management components of these plans need to be completed. The Recovery Implementation Technical Team (RITT), the regional technical group that provides advice on Puget Sound region salmon recovery, has recently completed a "common framework" for developing these plans at the watershed scale. This "common framework" has been developed as an application of the "Open Standards for the Practice of Conservation".

Given the considerable work load and technical detail involved in applying the common framework, groups engaged in watershed-scale salmon recovery planning will benefit from technical assistance in developing monitoring and adaptive management plans. This technical assistance will help to minimize divergence among watershed's approaches and thereby improve the utility and coherence of the watershed plans as a foundation for monitoring and adaptive management at the Sound-wide scale (i.e., at the scale of the Puget Sound Chinook evolutionarily significant unit).

## **1.2 OBJECTIVE**

The objective of consultant services procured via this RFQQ is to ensure: (1) the development of consistent, detailed, technically- and locally-grounded monitoring and adaptive management plans for each of the 14 watersheds engaged in salmon recovery planning in the Puget Sound region; and (2) the content of the watershed scale monitoring and adaptive management plans are incorporated into the priorities for Puget Sound monitoring. Consultant(s) will support the preparation of the monitoring and adaptive management plans by providing technical assistance and project management. Consultant(s) will not ultimately prepare the monitoring and adaptive management plans, but rather will facilitate the efforts of watershed groups to complete these plans as deliverables specified in agreements between the Puget Sound Partnership and watershed groups.

A detailed description of the services to be provided is presented in section 3.2.1, "PROJECT COORDINATION" and section 3.2.2, "OPEN STANDARDS AND MIRADI SOFTWARE SUPPORT".

The AGENCY may award one or more contracts or other agreements to consultants who respond to this RFQQ.

### **1.3 MINIMUM QUALIFICATIONS**

The Consultant must be licensed to do business in the state of Washington and have at least 8 years of experience in Puget Sound ecosystem recovery, development of plans for monitoring and adaptive management, and coordinating work of watershed groups.

Bidders, who do not meet these minimum qualifications will be rejected as non-responsive and will not receive further consideration. Any proposal that is rejected as non-responsive will not be evaluated or scored.

### **1.4 FUNDING**

The overall budget for this project shall not exceed \$400,000.00. Proposals in excess of \$400,000.00 will be rejected as non-responsive. In the event additional funding becomes available, any contract awarded may be renegotiated to provide for additional related services.

Any contract(s) awarded as a result of this procurement is contingent upon the availability of funding.

### **1.5 PERIOD OF PERFORMANCE**

The period of performance of any contract(s) resulting from this RFQQ is tentatively scheduled to begin on or about January 15, 2013 and to end on July 31, 2014. The AGENCY reserves the option at its sole discretion to extend the contract for two additional one-year periods.

### **1.6 DEFINITIONS**

Definitions for the purposes of this RFQQ include:

**Agency.** The Puget Sound Partnership is the agency of the state of Washington that is issuing this RFQQ.

**Consultant.** Individual, company, or firm submitting a proposal in order to attain a contract with the AGENCY.

**Contractor.** Individual, company, or organization whose proposal has been accepted by the AGENCY and is awarded a fully executed, written contract or other agreement.

**Proposal.** A formal offer submitted in response to this solicitation.

**Request for Qualifications and Quotations (RFQQ).** Formal procurement document in which services needed are identified and firms are invited to provide their qualifications to provide the services and their hourly rates.

### **1.7 ADA**

The AGENCY complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFQQ Coordinator to receive this Request for Qualifications and Quotations in Braille or on tape.

## **2 GENERAL INFORMATION FOR CONSULTANTS**

### **2.1 RFQQ COORDINATOR**

The RFQQ Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the Consultant and the AGENCY upon receipt of this RFQQ shall be with the RFQQ Coordinator, as follows:

Name	Rebecca Ponzio
Mailing and Physical Address	Puget Sound Partnership 326 East D Street Tacoma, WA 98421
Phone Number	360-464-2010
Fax Number	253-830-2353
E-Mail Address	rebecca.ponzio@psp.wa.gov

Any other communication will be considered unofficial and non-binding on the AGENCY. Consultants are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator may result in disqualification of the Consultant.

### **2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES**

Issue Request for Qualifications and Quotations	November 9, 2012
Preproposal Conference	November 28, 2012
Question & answer period	November 15 – 28, 2012
Issue addendum to RFQQ (if needed)	November 29, 2012
Proposals due	December 7, 2012
Evaluate proposals	December 10 – 14, 2012
Conduct oral interviews with finalists, if required	December 17 - 18, 2012
Announce “Apparent Successful Contractor” and send notification via fax or e-mail to unsuccessful proposers	December 19, 2012
Hold debriefing conferences (if requested)	December 20 – 21, 2012
Negotiate contract	December 19 – 28, 2012
File contract with OFM	December 28, 2012
Begin contract work	January 15, 2013

The AGENCY reserves the right to revise the above schedule.

### **2.3 PREPROPOSAL CONFERENCE**

A preproposal conference is scheduled for 10:00 am to noon (Pacific time) on Monday, November 28, 2012. This conference will occur via phone. If you would like to participate in the preproposal conference, send an e-mail to the RFQQ coordinator requesting the call-in information.

### **2.4 SUBMISSION OF PROPOSALS**

Consultants are required to submit proposals in two parts: electronic submittal of qualifications and hard copy submittal of qualifications.

The electronic submittal of the Letter of Submittal, including signed certifications and assurances, and Qualifications, must arrive at the AGENCY no later than 4:00 p.m., local time, on December 7, 2012. The electronic submittal is to be sent to the RFQQ Coordinator at the e-mail address noted in Section 2.1.

The hard copy submittal of Letter of Submittal, including signed certifications and assurances, and Quotations must be postmarked no later than December 7, 2012 or delivered to the Agency no later than 4:00 p.m., local time, on December 7, 2012. The hard copy submittal If the hard copy submittal is to be sent to the attention of the RFQQ Coordinator at the mailing and physical address noted in Section 2.1. If the hard copy submittal is sent via U.S. Postal Service or other delivery system, the Consultant shall request delivery notification and be prepared to share information about this notification if requested by the Agency.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

### **2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Proposals submitted in response to this competitive procurement shall become the property of the AGENCY. All proposals received shall remain confidential until the contract, if any, resulting from this RFQQ is signed by the Director of the AGENCY, or his Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information" the AGENCY will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a

court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the AGENCY shall maintain the confidentiality of the Consultant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

## **2.6 REVISIONS TO THE RFQQ**

In the event it becomes necessary to revise any part of this RFQQ, addenda will be provided to all who receive the RFQQ.

The AGENCY also reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract.

## **2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

## **2.8 ACCEPTANCE PERIOD**

Proposals must provide 60 days for acceptance by AGENCY from the due date for receipt of proposals.

## **2.9 RESPONSIVENESS**

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with administrative requirements and instructions specified in this RFQQ. The Consultant is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the proposal as non-responsive.

The AGENCY also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **2.10 MOST FAVORABLE TERMS**

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. The AGENCY does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some or all of the Consultant's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the AGENCY.

## **2.11 CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparent successful contractor will be expected to enter into a contract, which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

It is anticipated the first deliverable under the contract will be a scoping plan, which will define the specific services to be provided by the CONTRACTOR based upon agreement between the AGENCY and the CONTRACTOR.

## **2.12 COSTS TO PROPOSE**

The AGENCY will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

## **2.13 NO OBLIGATION TO CONTRACT**

This RFQQ does not obligate the state of Washington or the AGENCY to contract for services specified herein.

## **2.14 REJECTION OF PROPOSALS**

The AGENCY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

## **2.15 COMMITMENT OF FUNDS**

The director of the AGENCY or the director's delegate are the only individuals who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **2.16 INSURANCE COVERAGE**

The Contractor is to furnish the AGENCY with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.



The Contractor shall, at Contractor's own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the AGENCY within fifteen (15) days of the contract effective date.

### **Liability Insurance**

*Commercial General Liability Insurance (CGL):* Contractor shall maintain general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

*Business Auto Policy:* As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

### **Employers Liability ("Stop Gap") Insurance**

In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### **Additional Provisions**

Above insurance policy shall include the following provisions:

- **Additional Insured.** The AGENCY, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.
- **Cancellation.** The AGENCY shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the state 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The state shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the state shall be given 10 days advance notice of cancellation.

- **Identification.** Policy must reference the state's contract number and the agency name.
- **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the AGENCY, the risk manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- **Excess Coverage.** By requiring insurance herein, the state does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the state in this contract.

#### **Workers' Compensation Coverage**

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The state will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

### **3 PROPOSAL CONTENTS**

Proposals must be submitted in three major sections in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQQ)
2. Qualifications
3. Quotation

Proposals with Letter of Submittal and Qualifications sections must be submitted in pdf format. These proposals must provide information in the same order as presented in sections 3.1 and 3.2 of this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Quotation sections must be submitted in hard copy on 8.5 x 11-inch sheets in sealed envelopes. This section of the proposals will be opened and reviewed after qualifications are evaluated. The sealed quotation proposal must provide the information in the same order as presented in section 3.3.1 of this document with the same headings and be accompanied by the Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFQQ).

Items in this section marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

#### **3.1 LETTER OF SUBMITTAL (MANDATORY)**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQQ) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the president or executive director of a corporation, the managing partner of a partnership, or the proprietor of a sole proprietorship. The Letter of Submittal must include a statement of the total dollar amount specified in the Consultant’s Quotations Section. Attach the Certifications and Assurances form to the Letter of Submittal.

#### **3.2 QUALIFICATIONS SECTION**

The services to be provided under this project are:

##### **3.2.1 PROJECT COORDINATION**

- A. Work with Partnership local project implementation staff to establish a strategy and strategic “opening” for each watershed
- B. Work with Partnership Staff (performance management, science, and local project implementation staff) to develop and manage a project work plan, including

- a. when, who, what, and how to get work done in each of the 14 watershed chapter areas;
  - b. when, who, and what work is needed from PSP implementation, science, and performance management staff;
  - c. the general forms and timing of technical support; and
  - d. the steps for completing work
  - e. how, what, where to incorporate products into regional process for monitoring and adaptive management
- C. Work with Partnership local implementation staff and watershed work group leaders to develop strategies for engaging the right people (e.g. co-managers, NOAA Fisheries, county, etc.) at the right time, in the right place to complete well-vetted, locally acceptable plans in all 14 watersheds
- D. Work with and support the Partnership local implementation staff in their work to implement this project in each of the 14 watershed chapter areas
- E. Develop a template for watershed scale grants. Assist Partnership local implementation staff to negotiate and manage watershed-scale grants
- F. Assist Partnership staff to develop and manage technical support grants or interagency agreements
- G. Assist in development of technical guidance material for watersheds
- H. Provide quarterly progress reports on development of watershed monitoring and adaptive management plans
- I. Coordinate deployment of resources, including Open Standards expertise, Partnership staff resources, and watershed and technical support funds
- J. Facilitate and present information at regional forums to advance the project and facilitate learning across the region
- K. Support work and involvement of RITT and RITT members
- L. Develop approaches for review of project progress and facilitate Partnership staff, RITT, and salmon recovery council evaluation of progress
- M. Consult with NOAA Fisheries staff to ensure watershed products meet monitoring and adaptive management needs
- N. Coordinate with Partnership science and local implementation staff to ensure watershed products are incorporated into regional priorities for monitoring.
- O. Oversee independent review (e.g., by RITT member or other technical support) of watershed products

- P. Assist Partnership local implementation program to advance Salmon Recovery Council, Watershed Leads, and watershed groups' commitment to and engagement in evaluating progress toward recovery
- Q. Assist Partnership staff (local implementation, science, Action Agenda coordinatin, and performance management) to develop an approach for incorporating watershed-scale plan, monitoring, and adaptive mangement content into local integrating organization (LIO) work
- R. Share information about process and results of watershed-scale work with PSEMP work groups, especially the Salmonid Work Group

### **3.2.2 OPEN STANDARDS AND MIRADI SOFTWARE SUPPORT**

- S. Provide technical support in the Open Standards approach and Miradi software, including
  - a. Assist watershed groups to develop and maintain Miradi files to capture their progress and results in developing monitoring and adaptive management plans
  - b. Assist Partnership staff and RITT members to apply Open Standards approaches and tools and use Miradi software as they guide and participate in watersheds' development of monitoring and adaptive management plans
- T. Conduct training in the Open Standards approach and Miradi software
- U. Lead watershed-scale discussions and work group efforts to translate existing salmon recovery plans into the Open Standards approach using the RITT's Common Framework as a guide

The qualifications section of the proposal must contain information that will demonstrate to the evaluation committee the Consultant's understanding of the types of services proposed, the firm's ability to accomplish them, and the ability to meet tight timeframes.

The qualifications response is to be submitted in three sections as follows: 1) Business Information, 2) Experience and Staffing, and 3) Schedule. The optional fourth section would include proof of certification for minority and women-owned businesses participating on the project.

### **3.2.3 BUSINESS INFORMATION (MANDATORY)**

- A. State the name of the company, address, phone number, fax number, e-mail address, legal status of entity (ownership) and year entity was established as it now substantially exists.
- B. Provide the firm's Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.

- C. Indicate how many employees are with the firm. Name the firm principles and their roles.
- D. Identify any state employees or former state employees employed by the Consultant or on the Consultant's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.
- E. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
- F. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- G. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Consultant's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

#### **3.2.4 QUALIFICATIONS**

##### **1. EXPERIENCE (SCORED)**

- A. Describe services provided by the Consultant that indicate the firm's ability to provide the services described in this RFQQ.
- B. Describe the firm's recent experience with the project coordination and Open Standards and Miradi services noted in sections 3.2.1 and 3.2.2.

##### **2. STAFFING (SCORED)**

- A. Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors.
- B. Provide the name and a resume' of the person who will be the lead contact for the project. Provide names and resumes' for other staff, which includes information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information.

- C. List any sub-consultants you may want to include to complete your roster of services. Describe what services each would provide. Provide the information in Section 3.2.3 about each.

### **3. SCHEDULE (SCORED)**

Describe the firm's ability to meet deadlines, especially on a short-time frame, and give examples of how past tight deadlines have been successfully met.

### **4. REFERENCE (MANDATORY)**

List names, addresses, telephone numbers, fax numbers and e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided for them. The Consultant must grant permission to the AGENCY to contact the references and others who may have pertinent information. Do not include current AGENCY staff as references. The AGENCY may evaluate references at the AGENCY's discretion.

### **5. OMWBE CERTIFICATION (OPTIONAL AND NOT SCORED)**

Include proof of certification issued by the Washington State Office of Minority and Women's Business Enterprises if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

## **3.3 QUOTATIONS SECTION**

**\*\*\* Sealed -- submitted in hard copy only \*\*\***

### **3.3.1 IDENTIFICATION OF COSTS (SCORED)**

The Quotations section must list all hourly rates and numbers of hours at each rate for services anticipated under the proposed contract. The hourly rates are to represent fully weighted costs. This includes the hourly rates of staff that would be assigned to the project, administrative costs, local travel costs, or any other applicable fees that would be charged under this contract.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Washington State Office of Minority and Women's Business Enterprises.

Consultants are required to collect and pay Washington State taxes as applicable.

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFQQ. Consultants are encouraged, however, to submit proposals which are consistent with state government efforts to conserve state resources.

### **3.3.2 COMPUTATION**

The score for the cost proposal will be computed by dividing the lowest average hourly rate received from top-qualified consultants by the Consultant's average hourly rate. Then the resultant number will be multiplied by the maximum possible points for the cost section.



## 4 EVALUATION AND CONTRACT AWARD

### 4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team to be designated by the AGENCY, which will determine the ranking of the proposals.

Evaluation will proceed in two steps. First, Qualification sections will be evaluated using the firm experience, staff qualifications, and schedule elements as detailed and weighted in section 4.3 below. Top-qualified consultants will be identified as those scoring at least 80 percent of the highest scoring Qualifications section. Quotations proposals for all top-qualified consultants will then be opened and reviewed for the second phase evaluation of quotations sections as specified in section 3.3.2 above. Overall scores for top-qualified consultants will computed as detailed and weighted in section 4.3 below.

AGENCY, at its sole discretion, may also elect to select the top-scoring firms as finalists for an oral presentation and further evaluation.

### 4.2 CLARIFICATION OF PROPOSAL

The RFQQ Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal.

### 4.3 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Qualifications Section – 60%	60 points
Firm Experience	
Project Coordination.....	15 points (max.)
Open Standards/Miradi.....	15 points (max.)
Staff Qualifications	
Project Coordination.....	10 points (max.)
Open Standards/Miradi.....	10 points (max.)
Schedule.....	10 points (max.)
Quotation Section – 40%	<u>40 points</u>
<b>Grand Total</b>	<b><u>100 Points</u></b>

#### **4.4 ORAL PRESENTATIONS MAY BE REQUIRED**

Oral presentations, if considered necessary by the AGENCY, may be utilized in selecting the winning proposal. The AGENCY, at its sole discretion, may elect to select the top-scoring firm(s) from the written evaluation for an oral presentation and contact the top-scoring firm(s) to schedule a date, time and location for an oral presentation. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The oral presentation shall determine the apparently successful bidder.

#### **4.5 NOTIFICATION TO PROPOSERS**

Firms whose proposals have not been selected for further negotiation or award will be notified by e-mail.

#### **4.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### **4.7 PROTEST PROCEDURE**

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator
- Errors in computing the score

- Non-compliance with procedures described in the procurement document or AGENCY policy

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) An evaluator's professional judgment on the quality of a proposal, or 2) AGENCY'S assessment of its own and/or other agencies' needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY director or an employee delegated by the director who was not involved in the procurement, will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action.
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest.
- Find merit in the protest and provide the AGENCY options which may include:
  - Correct the errors and re-evaluate all proposals
  - Reissue the solicitation document and begin a new process
  - Make other findings and determine other courses of action as appropriate

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **5 RFQQ ATTACHMENTS**

### ***5.1 Attachment A Certifications and Assurances***

### ***5.2 Attachment B Personal Service Contract Format***

### **CERTIFICATIONS AND ASSURANCES**

1. I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
2. I/we declare that all answers and statements made in the proposal are true and correct.
3. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
5. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
6. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
7. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
8. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
9. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
10. I/we grant the AGENCY the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.
11. If any staff member(s) who will perform work on this contract has retired from the State of Washington under the provisions of the 2008 Early Retirement Factors legislation, his/her name(s) is noted on a separately attached page.

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Signature of Proposer

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Title

---

Date

## Contract for Personal Services



LEADING PUGET SOUND RECOVERY

Contract Number: 2013-34

Title:

This Contract is made and entered into by and between the state of Washington, Puget Sound Partnership (PSP), and the below named firm, hereinafter referred to as "**CONTRACTOR.**"

CONTRACTOR INFORMATION		Project Manager	UBI:
			EIN:
PSP INFORMATION		Contract Manager	
PUGET SOUND PARTNERSHIP		Rebecca Ponzio	
326 EAST D STREET		rebecca.ponzio@psp.wa.gov	
TACOMA, WA 98421-1801			

### **PURPOSE**

The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of the work, as set forth in Exhibit B.

### **PERIOD OF PERFORMANCE**

The period of performance under this contract will be from the date of execution (\_\_\_\_\_) through July 31, 2014. **No work shall commence under this contract until it has been fully executed by both parties.**

### **COMPENSATION AND PAYMENT**

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed \$. CONTRACTOR'S compensation for services rendered shall be in accordance with the budget attached as Exhibit C.

### **TERMS AND CONDITIONS**

All rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions contained in the following exhibits, herein incorporated by reference. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington Statutes and regulations
2. This contract cover sheet
3. Exhibit A – General Terms and Conditions
4. Exhibit B – Scope of Work
5. Exhibit C – Budget
6. Any other provision, term or material incorporated herein by reference or otherwise incorporated

### **ENTIRE AGREEMENT**

This agreement, including referenced exhibits and any other provision, term or material expressly incorporated by reference, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

### **APPROVAL**

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

This contract is executed by the persons signing below, who warrant they have the authority to execute the contract.

**Puget Sound Partnership**

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Alana Knaster Date  
Deputy Director, Operations

**EXHIBIT A -  
GENERAL TERMS AND CONDITIONS**

**DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the Puget Sound Partnership ("PSP") of the State of Washington, any division, section, office, unit or other entity of the Puget Sound Partnership, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director of the Puget Sound Partnership, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean the entity performing service(s) under this contract, named in on the cover sheet of this agreement, and shall include all employees of the contractor.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

**ACCESS TO DATA**

In compliance with RCW 39.29.080, the CONTRACTOR shall provide access to data generated under this contract to PSP, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

**ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the PSP.

**AMENDMENTS**

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35. The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**ASSIGNMENT**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the PSP.

**ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

**BILLING PROCEDURES AND PAYMENT**

PSP will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager, *not more often than monthly*, to:

*Puget Sound Partnership  
Fiscal Unit  
326 East D Street  
Tacoma, WA 98421-1801  
**pspfiscal@psp.wa.gov***

Payment shall be based upon satisfactory acceptance of each deliverable or progress report submitted by the CONTRACTOR. PSP reserves the right to withhold 10% of the payment under each invoice until satisfactory completion of the project.

Each invoice shall include:

1. The amount being billed, including hourly rates
2. The cumulative amount billed, along with a remaining balance on the contract
3. The time period during which the services were performed

All invoices must include a progress report or description of deliverables rendered during the period.

Payment shall be considered timely if made by PSP within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The CONTRACTOR shall report in writing any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed by the Partnership to resolve the situation.

Payment may be withheld if required progress reports or deliverables are not submitted.

PSP may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the PSP.

#### Expenses

CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by PSP as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

#### CERTIFICATION REGARDING SUSPENSION, DEBARMENT, and Other RESPONSIBILITY MATTERS

Federal Executive Order 12549 provides that Executive departments and agencies shall participate in a government-wide system for suspension and debarment. These departments and agencies have further passed this requirement onto their grant recipients and have provided pertinent regulations in the Codes of Federal Regulations. The CONTRACTOR certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any Federal department or PSP. If the CONTRACTOR further subawards federal resources, the CONTRACTOR must ensure the same suspension/debarment requirements are followed.

#### COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable laws, policies and regulations of the state, and the federal government in the performance of duties under this contract.

#### CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the PSP, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the PSP, or as may be required by law.

#### CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, PSP may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, PSP shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of PSP provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

#### CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the PSP. PSP shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to PSP effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to PSP a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the PSP.

The CONTRACTOR shall exert all reasonable effort to advise the PSP, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

PSP shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. PSP shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

#### COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.



PSP shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

#### CREDIT AND ACKNOWLEDGEMENT

Materials produced under EPA funded contracts must display the Partnership logo and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the contract period.

#### DISALLOWED COSTS

The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

#### DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the CONTRACTOR'S name, address, and contract number; and
  - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

#### DRUG FREE WORKPLACE

For the duration of this contract, the CONTRACTOR agrees to comply with the drug free provisions set forth in Title 40 CFR 36.200.

#### DUPLICATE PAYMENT

PSP shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

#### GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### HOTEL AND MOTEL FIRE SAFETY ACT

Contractor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act of 1990.

#### INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

#### INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent CONTRACTOR relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of the PSP. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of PSP or the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

#### INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, PSP may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. PSP may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by PSP under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

#### INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance

shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give PSP thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to PSP within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

#### LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

#### LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

#### NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the PSP. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

#### NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

#### PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of PSP or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless PSP for any damages related to the CONTRACTOR'S unauthorized use of personal information.

#### PUBLICITY

The CONTRACTOR agrees to submit to PSP all advertising and publicity matters relating to this contract wherein the PSP's name is mentioned or language used from which the connection of the PSP's name may, in the PSP's judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the PSP.

#### RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the PSP, personnel duly authorized by the PSP, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### RECYCLED PAPER

In accordance with 40 CFR 30.16, the contractor agrees to use recycled paper and double sided printing for all reports that are prepared as a part of this contract and delivered to the PARTNERSHIP. This requirement does not apply to reports prepared on forms supplied by the EPA or standard forms, which are printed on recycled paper and are available through the General Services Administration.

#### REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

#### RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the PSP, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

#### SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, PSP may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the PSP'S discretion under those new funding limitations and conditions.

#### SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

#### SITE SECURITY

While on PSP premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

#### SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the PSP. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the Department for any breach in the performance of the CONTRACTOR'S duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this contract are carried forward to any subcontracts, and that all subcontractors are licensed to do work in the State of Washington. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of PSP or as provided by law.

#### TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

#### TERMINATION FOR CAUSE

In the event PSP determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, PSP has the right to suspend or terminate this contract. Before suspending or terminating the contract, PSP shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

PSP reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by PSP to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of PSP provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, PSP may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, PSP shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

#### TERMINATION PROCEDURES

Upon termination of this contract, the PSP, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to PSP any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

PSP shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the PSP, and the amount agreed upon by the CONTRACTOR and PSP for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the PSP, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the PSP. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. PSP may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect PSP against potential loss or liability.

The rights and remedies of PSP provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the PSP, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case PSP has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to PSP and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the PSP;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which PSP has or may acquire an interest.

#### TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED

As the CONTRACTOR, you must notify us immediately if you receive information that your employees, subcontractors under this award, and subcontractor's employees engage in severe forms of trafficking in persons during the period of time that this award is in effect; procure a commercial sex act during the time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

#### TREATMENT OF ASSETS

- A. Title to all property furnished by PSP shall remain in the PSP. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in PSP upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in PSP upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by PSP in whole or in part, whichever first occurs.
- B. Any property of PSP furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the PSP, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of PSP that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any PSP property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify PSP and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to PSP all property of PSP prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

#### U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

PSP complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that PSP does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, PSP will download the current OFAC SDN file and compare it to PSP and statewide vendor files. In the event of a positive match, PSP reserves the right to: (1) make a determination of "reasonability" before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the CONTRACTOR in writing and terminate the contract according to the Termination for Convenience provision without making payment. PSP will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

#### WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the PSP.